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December 23, 2003

2003.371-C

Mr. Gary E. Walsh
Executive Director
The Public Service Commission
P. O. Drawer 11649
Columbia, SC 29211

In Re: Verizon South Inc. and Granite Telecommunications, LLC

Dear Mr. Walsh:

Enclosed is an electronic copy of a Negotiated Comprehensive Agreement between the above referenced companies, which is being filed with your office for information and/or approval. Should you have any questions concerning this matter please do not hesitate to contact my office. Thank you for your attention to this matter.

Very truly yours,

Tina C. Mickens (for)

STAN J. BUGNER
State Director,
Government Affairs

c: Mr. David Lacoste

SJB:cm

AGREEMENT

by and between

GRANITE TELECOMMUNICATIONS, LLC

and

VERIZON SOUTH INC.

FOR THE STATE OF

SOUTH CAROLINA

TABLE OF CONTENTS

AGREEMENT	1
1. The Agreement	1
2. Term and Termination	2
3. Glossary and Attachments	2
4. Applicable Law	2
5. Assignment.....	3
6. Assurance of Payment	4
7. Audits	5
8. Authorization	5
9. Billing and Payment; Disputed Amounts	6
10. Confidentiality	6
11. Counterparts.....	8
12. Default	8
13. Discontinuance of Service by Granite	9
14. Dispute Resolution	9
15. Force Majeure	9
16. Forecasts	10
17. Fraud	10
18. Good Faith Performance	10
19. Headings	11
20. Indemnification.....	11
21. Insurance	12
22. Intellectual Property.....	13
23. Joint Work Product	14
24. Law Enforcement	14
25. Liability.....	15

26.	Network Management.....	16
27.	Non-Exclusive Remedies	17
28.	Notice of Network Changes	17
29.	Notices	17
30.	Ordering and Maintenance.....	18
31.	Performance Standards.....	18
32.	Point of Contact for Granite Customers	18
33.	Predecessor Agreements.....	19
34.	Publicity and Use of Trademarks or Service Marks	19
35.	References	19
36.	Relationship of the Parties.....	20
37.	Reservation of Rights	20
38.	Subcontractors.....	21
39.	Successors and Assigns	21
40.	Survival	21
41.	Taxes	21
42.	Technology Upgrades	23
43.	Territory	23
44.	Third Party Beneficiaries.....	24
45.	251 and 271 Requirements.....	24
46.	252(i) Obligations	24
47.	Use of Service	24
48.	Waiver.....	24
49.	Warranties.....	24
50.	Withdrawal of Services.....	25
	SIGNATURE PAGE.....	26
	GLOSSARY	27
1.	General Rule.....	27

2.	Definitions.....	27
ADDITIONAL SERVICES ATTACHMENT		41
1.	Alternate Billed Calls	41
2.	Dialing Parity - Section 251(b)(3).....	41
3.	Directory Assistance (DA) and Operator Services (OS)	41
4.	Directory Listing and Directory Distribution	41
5.	Voice Information Service Traffic.....	43
6.	Intercept and Referral Announcements.....	44
7.	Originating Line Number Screening (OLNS)	44
8.	Operations Support Systems (OSS) Services	45
9.	Poles, Ducts, Conduits and Rights-of-Way	51
10.	Telephone Numbers.....	51
11.	Routing for Operator Services and Directory Assistance Traffic	52
12.	Good Faith Performance	52
INTERCONNECTION ATTACHMENT		53
1.	General	53
2.	Points of Interconnection and Trunk Types.....	53
3.	Alternative Interconnection Arrangements	57
4.	Initiating Interconnection	57
5.	Transmission and Routing of Telephone Exchange Service Traffic	58
6.	Traffic Measurement and Billing over Interconnection Trunks	59
7.	Reciprocal Compensation Arrangements Pursuant to Section 251(b)(5) of the Act.....	60
8.	Other Types of Traffic.....	62
9.	Transmission and Routing of Exchange Access Traffic	62
10.	Meet-Point Billing Arrangements	63
11.	Toll Free Service Access Code (e.g., 800/888/877) Traffic.....	66
12.	Tandem Transit Traffic	67

13.	Number Resources, Rate Center Areas and Routing Points.....	68
14.	Joint Network Implementation and Grooming Process; and Installation, Maintenance, Testing and Repair	69
15.	Number Portability - Section 251(B)(2)	71
16.	Good Faith Performance	74
17.	Transport and Termination of Indirect Interconnection Traffic.....	74
RESALE ATTACHMENT		76
1.	General	76
2.	Use of Verizon Telecommunications Services	76
3.	Availability of Verizon Telecommunications Services.....	77
4.	Responsibility for Charges	77
5.	Operations Matters	77
6.	Rates and Charges.....	78
7.	Good Faith Performance	78
NETWORK ELEMENTS ATTACHMENT.....		79
1.	General	79
2.	Verizon's Provision of Network Elements	80
3.	Loop Transmission Types.....	80
4.	Line Sharing	89
5.	Line Splitting	96
6.	Sub-Loop	96
7.	Inside Wire	101
8.	Dark Fiber	101
9.	Network Interface Device	107
10.	Unbundled Switching Elements	109
11.	Unbundled Interoffice Facilities	110
12.	Signaling Networks and Cali-Related Databases	110
13.	Operations Support Systems	112

14.	Availability of Other Network Elements on an Unbundled Basis	112
15.	Maintenance of Network Elements.....	113
16.	Combinations	114
17.	Rates and Charges.....	114
18.	Good Faith Performance	114
COLLOCATION ATTACHMENT.....		115
1.	Verizon's Provision of Collocation.....	115
911 ATTACHMENT		116
1.	911/E-911 Arrangements	116
2.	Electronic interface.....	116
3.	911 Interconnection	117
4.	911 Facilities	117
5.	Local Number Portability for use with 911	117
6.	PSAP Coordination	117
7.	911 Compensation	117
8.	911 Rules and Regulations	117
9.	Good Faith Performance	118
PRICING ATTACHMENT		119
1.	General	119
2.	Verizon Telecommunications Services Provided to Granite for Resale Pursuant to the Resale Attachment	119
3.	Granite Prices	121
4.	Section 271	121
5.	Regulatory Review of Prices.....	122
APPENDIX A TO THE PRICING ATTACHMENT		123

AGREEMENT

PREFACE

This Agreement ("Agreement") shall be deemed effective as of December 18, 2003 (the "Effective Date"), between Granite Telecommunications, LLC ("Granite"), a Limited Liability Company organized under the laws of the State of Delaware, with offices at 234 Copeland Street, Quincy, MA 02169 and Verizon South Inc. ("Verizon"), a corporation organized under the laws of the Commonwealth of Virginia with offices at 4100 Roxboro Road, Durham, NC 27704-2166 (Verizon and Granite may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, pursuant to Section 252 of the Act, Verizon and Granite hereby agree as follows:

1. The Agreement

- 1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.
- 1.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.
- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties' prior interconnection and resale agreement(s), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a postpetition claim or debt). In connection with the foregoing, Verizon expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Verizon and Granite.

- 1.4 Except as otherwise provisioned in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

2. Term and Termination

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until December 17, 2005 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either Granite or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
- 2.3 If either Granite or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Granite or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between Granite and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either Granite or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Granite nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms (SGAT).

3. Glossary and Attachments

The Glossary and the following Attachments are a part of this Agreement:

Additional Services Attachment
Interconnection Attachment
Resale Attachment
Network Elements Attachment
Collocation Attachment
911 Attachment
Pricing Attachment

4. Applicable Law

- 4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the

State of South Carolina, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.

- 4.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.
- 4.3 Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any governmental entity or official.
- 4.4 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.
- 4.5 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.
- 4.6 If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If within thirty (30) days of the effective date of such decision, determination, action or change, the Parties are unable to agree in writing upon mutually acceptable revisions to this Agreement, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction, without first pursuing dispute resolution in accordance with Section 14 of this Agreement.
- 4.7 Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to Granite hereunder, then Verizon may discontinue the provision of any such Service, payment or benefit, and Granite shall reimburse Verizon for any payment previously made by Verizon to Granite that was not required by Applicable Law. Verizon will provide thirty (30) days prior written notice to Granite of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.

5. Assignment

Neither Party may assign this Agreement or any right or interest under this Agreement, nor delegate any obligation under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment or delegation in violation of this Section 5 shall be void and ineffective and constitute default of this Agreement.

6. Assurance of Payment

- 6.1 Upon request by Verizon, Granite shall, at any time and from time to time, provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder.
- 6.2 Assurance of payment of charges may be requested by Verizon if Granite (a) prior to the Effective Date, has failed to timely pay a bill rendered to Granite by Verizon or its Affiliates, (b) on or after the Effective Date, fails to timely pay a bill rendered to Granite by Verizon or its Affiliates, (c) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
- 6.3 Unless otherwise agreed by the Parties, the assurance of payment shall consist of an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon. The letter of credit shall be in an amount equal to two (2) months anticipated charges (including, but not limited to, both recurring and non-recurring charges), as reasonably determined by Verizon, for the Services to be provided by Verizon to Granite in connection with this Agreement. If Granite meets the condition in subsection 6.2(d) above or has failed to timely pay two or more bills rendered by Verizon or a Verizon Affiliate in any twelve (12)-month period, Verizon may, at its option, demand (and Granite shall provide) additional assurance of payment, consisting of monthly advanced payments of estimated charges as reasonably determined by Verizon, with appropriate true-up against actual billed charges no more frequently than once per calendar quarter.
- 6.4 [Intentionally Left Blank].
- 6.5 [Intentionally Left Blank].
- 6.6 Verizon may (but is not obligated to) draw on the letter of credit upon notice to Granite in respect of any amounts to be paid by Granite hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.
- 6.7 If Verizon draws on the letter of credit, upon request by Verizon, Granite shall provide a replacement or supplemental letter of credit conforming to the requirements of Section 6.3.
- 6.8 Notwithstanding anything else set forth in this Agreement, if Verizon makes a request for assurance of payment in accordance with the terms of this Section, then Verizon shall have no obligation thereafter to perform under this Agreement until such time as Granite has provided Verizon with such assurance of payment.

- 6.9 The fact that a letter of credit is requested by Verizon hereunder shall in no way relieve Granite from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and payment for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of Services for nonpayment of any amounts payment of which is required by this Agreement.

7. Audits

- 7.1 Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records, documents, facilities and systems for the purpose of evaluating the accuracy of the Audited Party's bills. Such audits may be performed once in each Calendar Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Audited Party having an aggregate value of at least \$1,000,000.
- 7.2 The audit shall be performed by independent certified public accountants selected and paid by the Auditing Party. The accountants shall be reasonably acceptable to the Audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given notice of the audit to the Audited Party.
- 7.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party's bills.
- 7.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

8. Authorization

- 8.1 Verizon represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.2 Granite represents and warrants that it is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Delaware, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.3 Granite Certification.

Notwithstanding any other provision of this Agreement, Verizon shall have no obligation to perform under this Agreement until such time as Granite has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in South Carolina. Granite shall not place any orders under this Agreement until it has obtained such authorization. Granite shall provide proof of such authorization to Verizon upon request.

9. Billing and Payment; Disputed Amounts

- 9.1 Except as otherwise provided in this Agreement, each Party shall submit to the other Party on a monthly basis in an itemized form, statement(s) of charges incurred by the other Party under this Agreement.
- 9.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's statement; or (b) twenty (20) days after the date the statement is received by the billed Party. Payments shall be transmitted by electronic funds transfer.
- 9.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. A Party may also dispute prospectively with a single notice a class of charges that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 14, Dispute Resolution.
- 9.4 Charges due to the billing Party that are not paid by the Due Date, shall be subject to a late payment charge. The late payment charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.
- 9.5 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and, except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on the billing Party's failure to submit them in a timely fashion.

10. Confidentiality

- 10.1 As used in this Section 10, "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:
 - 10.1.1 Books, records, documents and other information disclosed in an audit pursuant to Section 7;
 - 10.1.2 Any forecasting information provided pursuant to this Agreement;
 - 10.1.3 Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as a Directory Assistance Service, Operator Service,

Caller ID or similar service, or LIDB service, or (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);

- 10.1.4 information related to specific facilities or equipment (including, but not limited to, cable and pair information);
- 10.1.5 any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary;" and
- 10.1.6 any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) days after disclosure, to be "Confidential or "Proprietary".

Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified as Confidential Information pursuant to Sections 10.1.5 or 10.1.6.

10.2 Except as otherwise provided in this Agreement, the Receiving Party shall:

- 10.2.1 use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and
- 10.2.2 using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to those of the Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party's obligations under this Agreement. The Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, shall be required by the Receiving Party to comply with the provisions of this Section 10 in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party's Affiliates or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates, to comply with the provisions of this Section 10.

10.3 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement, and (b) one copy for archival purposes only.

10.4 Unless otherwise agreed, the obligations of Sections 10.2 and 10.3 do not apply to information that:

- 10.4.1 was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

VERIZON SOUTH INC.

and

GRANITE TELECOMMUNICATIONS, LLC

This Amendment No. 1 (the "Amendment") is made by and between Verizon South Inc. ("Verizon"), a Virginia corporation with offices at 4100 Roxboro Road, Durham, North Carolina 27704-2166, and Granite Telecommunications, LLC, a Delaware Limited Liability Company with offices at 234 Copeland Street, Quincy, Massachusetts 02169 ("Granite"), and shall be deemed effective on December 18, 2003 (the "Amendment Effective Date"). Verizon and Granite are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services in Verizon's service territory in the State of South Carolina (the "State").

WITNESSETH:

WHEREAS, Verizon and Granite are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated December 18, 2003 (the "Agreement"); and

WHEREAS, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to provisions of the TRO as set forth herein; and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree that the Agreement should be amended by the addition of the rates, terms and conditions set forth in the TRO Attachment and the Pricing Exhibit to the TRO Attachment attached hereto. The TRO Attachment and the Pricing Exhibit to the TRO Attachment shall apply notwithstanding any other provision of the Agreement or a Verizon tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the

Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement.
6. Stay or Reversal of the TRO. Notwithstanding any contrary provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, nothing contained in the Agreement, this Amendment, or any Verizon tariff or SGAT shall limit Verizon's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the South Carolina Public Service Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect Verizon's obligations under the Agreement, this Amendment, any Verizon tariff or SGAT, or Applicable Law. The Parties acknowledge that certain provisions of the TRO are presently on appeal to the United States Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit"), and that a Writ of Mandamus relating to the TRO is presently pending before the D.C. Circuit. Notwithstanding any other change of law provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, should the D.C. Circuit or the United States Supreme Court issue a stay of any or all of the TRO's provisions, any terms and conditions of this Amendment that relate to the stayed provisions shall be suspended, and shall have no force and effect, from the effective date of such stay until the stay is lifted. Should the D.C. Circuit or the United States Supreme Court reverse any or all of the TRO's provisions, then any terms and conditions of this Amendment that relate to the reversed provisions shall be voidable at the election of either Party.
7. Joint Work Product. This Amendment is a joint work product, and any ambiguities in this Amendment shall not be construed by operation of law against either Party.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

GRANITE TELECOMMUNICATIONS, LLC

VERIZON SOUTH INC.

By: _____

By: _____

Printed: Geoff Cookman

Printed: John C. Peterson

Title: Director – Regulatory Compliance

Title: Director - Contract Administration

TRO Attachment

1. General Conditions

- 1.1 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT: (a) Verizon shall be obligated to provide access to unbundled Network Elements ("UNEs"), combinations of unbundled Network Elements ("Combinations"), or UNEs commingled with wholesale services ("Commingling"), to Granite under the terms of this Amended Agreement only to the extent required by both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, and, (b) Verizon may decline to provide access to UNEs, Combinations, or Commingling to Granite to the extent that provision of access to such UNEs, Combinations, or Commingling is not required by both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.
- 1.2 Granite may use a UNE, a Combination, or Commingling only for those purposes for which Verizon is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide such UNE, Combination, or Commingling to Granite.
- 1.3 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, to the extent Verizon is required by a change in Applicable Law to provide to Granite pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 a UNE, a Combination, or Commingling that is not offered under the Amended Agreement to Granite as of the Amendment Effective Date, the rates, terms, conditions for such UNE, Combination, or Commingling shall be as provided in an applicable Verizon tariff, or, in the absence of an applicable Verizon tariff, as mutually agreed in writing by the Parties.
- 1.4 Verizon reserves the right to argue in any proceeding before the South Carolina Public Service Commission, the FCC or another governmental body of competent jurisdiction that an item identified in the Agreement or this Amendment as a Network Element (a) is not a Network Element under 47 U.S.C. § 251(c)(3), (b) is not a Network Element Verizon is required by 47 U.S.C. § 251(c)(3) to provide to Granite, or (c) is an item that Verizon is not required to offer to Granite at the rates set forth in the Amended Agreement.

2. TRO Glossary

Notwithstanding any other provision in the Agreement or any Verizon tariff or SGAT, the following terms, as used in the Amended Agreement, shall have the meanings set forth below:

2.1 Call-Related Databases.

Databases, other than operations support systems that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service. Call-related databases include, but are not limited to, the calling name database, 911 database, E911 database, line information database, toll free calling database, advanced intelligent network databases, and downstream number portability databases.

2.2 Dark Fiber Transport.

An unactivated optical transmission facility within a LATA, without attached multiplexing, aggregation or other electronics, between Verizon switches (as identified in the LERG) or wire centers, that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Dark fiber facilities between (i) a Verizon wire center or switch and (ii) a switch or wire center of Granite or a third party are not Dark Fiber Transport.

2.3 Dedicated Transport.

A DS1 or DS3 transmission facility between Verizon switches (as identified in the LERG) or wire centers, within a LATA, that is dedicated to a particular end user or carrier and that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Transmission facilities or services provided between (i) a Verizon wire center or switch and (ii) a switch or wire center of Granite or a third party are not Dedicated Transport.

2.4 DS1 Dedicated Transport.

Dedicated Transport having a total digital signal speed of 1.544 Mbps.

2.5 DS3 Dedicated Transport.

Dedicated Transport having a total digital signal speed of 44.736 Mbps.

2.6 DS1 Loop.

A digital transmission channel suitable for the transport of 1.544 Mbps digital signals that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. This loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS-1 Loop requires the electronics necessary to provide the DS-1 transmission rate.

2.7 DS3 Loop.

A digital transmission channel suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS-1 channels) that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. This Loop

type is more fully described in Verizon TR 72575, as revised from time to time. A DS-3 Loop requires the electronics necessary to provide the DS-3 transmission rate.

2.8 Enterprise Switching.

Local Switching or Tandem Switching that, if provided to Granite would be used for the purpose of serving Granite's customers using DS1 or above capacity Loops.

2.9 Feeder.

The fiber optic cable (lit or unlit) or metallic portion of a Loop between a serving wire center and a remote terminal or feeder/distribution interface.

2.10 FTTH Loop.

A Loop consisting entirely of fiber optic cable, whether dark or lit, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user's customer premises.

2.11 House and Riser Cable.

A distribution facility in Verizon's network, other than in a FTTH Loop, between the minimum point of entry ("MPOE") at a multiunit premises where an end user customer is located and the Demarcation Point for such facility, that is owned and controlled by Verizon.

2.12 Hybrid Loop.

A local Loop composed of both fiber optic cable and copper wire or cable.

2.13 Line Sharing.

The process by which Granite provides xDSL service over the same copper Loop that Verizon uses to provide voice service by utilizing the frequency range on the copper loop above the range that carries analog circuit-switched voice transmissions (the High Frequency Portion of the Loop, or "HFPL"). The HFPL includes the features, functions, and capabilities of the copper Loop that are used to establish a complete transmission path between Verizon's distribution frame (or its equivalent) in its Wire Center and the demarcation point at the end user's customer premises, and includes the high frequency portion of any inside wire (including any House and Riser Cable) owned and controlled by Verizon.

2.14 Local Switching.

The line-side, and trunk-side facilities associated with the line-side port, on a circuit switch in Verizon's network (as identified in the LERG), plus the features, functions, and capabilities of that switch, unbundled from loops and transmission facilities, including: (a) the line-side Port (including the capability to connect a Loop termination and a switch line card, telephone number assignment, dial tone, one primary directory listing, pre-subscription, and access to 911); (b) line and line group features (including all vertical features and line blocking options the switch and its associated deployed switch software are capable of providing that are provided to Verizon's local exchange service Customers served by that switch); (c) usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks); and (d) trunk features (including the connection between the trunk termination and a trunk card).

2.15 Mass Market Switching.

Local Switching or Tandem Switching that Verizon offers on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, and that is provided to Granite to serve Granite's end user customers over DS0 Loops.

2.16 Nonconforming Facility.

Any facility that Verizon was providing to Granite on an unbundled basis pursuant to the Agreement or a Verizon tariff or SGAT prior to October 2, 2003, but which Verizon is no longer obligated to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, by operation of either the TRO or a subsequent nonimpairment finding issued by the South Carolina Public Service Commission or the FCC. By way of example and not by way of limitation, Nonconforming Facilities may include any of the following: (a) any unbundled dedicated transport or dark fiber facility that is no longer encompassed within the amended terms applicable to DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport; (b) DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport on a Route or Routes as to which the South Carolina Public Service Commission or the FCC, on or after October 2, 2003, finds telecommunications carriers to be nonimpaired without access to such facilities; (c) Enterprise Switching; (d) Mass Market Switching in any market in which the South Carolina Public Service Commission or the FCC, on or after October 2, 2003, finds telecommunications carriers to be nonimpaired without access to such facilities; (e) Local Switching subject to the FCC's four-line carve out rule, as described in Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No 96-98, 15 FCC Rcd 3822-31 (1999) (the "Four-Line Carve Out Rule"); (f) OCn Loops and OCn Dedicated Transport; (g) the Feeder portion of a Loop; (h) Line Sharing; (i) an EEL that does not meet the service eligibility criteria established in the TRO; (j) any Call-Related Database, other than the 911 and E911 databases, that is not provisioned in connection with Granite's use of Verizon Mass Market Switching; (k) Signaling that is not provisioned in connection with Granite's use of Verizon's Mass Market Switching; (l) FTTH Loops (lit or unlit) in a new build environment; (m) FTTH Loops (lit or unlit) in an overbuild environment, subject to the limited exceptions set forth herein; or (n) any facility or class of facilities as to which the South Carolina Public Service Commission or the FCC, on or after October 2, 2003, makes a general finding of nonimpairment.

2.17 Packet Switching.

The routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, or the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer's copper Loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the Loops; and the ability to combine data units from multiple Loops onto one or more trunks connecting to a packet switch or packet switches.

2.18 Qualifying Service.

A telecommunications service that competes with a telecommunications service that has been traditionally the exclusive or primary domain of the incumbent LECs, including, but not limited to, local exchange service, such as plain old telephone services, and access services, such as digital subscriber line services and high-capacity circuits.

2.19 Route.

A transmission path between one of Verizon's wire centers or switches and another of Verizon's wire centers or switches within a LATA. A route between two points (e.g., wire center or switch "A" and wire center or switch "Z") may pass through one or more Verizon intermediate wire centers or switches (e.g., Verizon wire center or switch "X"). Transmission paths between identical end points (e.g., Verizon wire center or switch "A" and Verizon wire center or switch "Z") are the same "route", irrespective of whether they pass through the same intermediate Verizon wire centers or switches, if any.

2.20 Signaling.

Signaling includes, but is not limited to, signaling links and signaling transfer points.

2.21 Sub-Loop for Multiunit Premises Access.

Any portion of a Loop, other than a FTTH Loop, that is technically feasible to access at a terminal in Verizon's outside plant at or near a multiunit premises. It is not technically feasible to access a portion of a Loop at a terminal in Verizon's outside plant at or near a multiunit premises if a technician must access the facility by removing a splice case to reach the wiring within the cable.

2.22 Sub-Loop Distribution Facility.

The copper portion of a Loop in Verizon's network that is between the minimum point of entry ("MPOE") at an end user customer premises and Verizon's feeder/distribution interface.

2.23 Tandem Switching.

The trunk-connect facilities on a Verizon circuit switch that functions as a tandem switch, plus the functions that are centralized in that switch, including the basic switching function of connecting trunks to trunks, unbundled from and not contiguous with loops and transmission facilities. Tandem Switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon tandem switch for the purpose of routing a call. A tandem switch does not provide basic functions such as dial tone service.

3. UNE TRO Provisions

3.1 Loops.

3.1.1 Hi-Cap Loops. Notwithstanding any other provision of the Agreement or a Verizon tariff or SGAT, as of October 2, 2003:

3.1.1.1 DS1 Loops. Upon Granite's written request, Verizon shall provide Granite with nondiscriminatory access to a DS1 Loop on an unbundled basis under the Amended Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.

3.1.1.2 DS3 Loops. Upon Granite's written request, Verizon shall provide Granite with nondiscriminatory access to a DS3 Loop on an unbundled basis under the Amended Agreement in

accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.

3.1.1.2.1 Cap on DS3 Loops. Granite may obtain on an unbundled basis a maximum of two (2) DS-3 Loops (or two (2) DS-3 equivalents) at any single end user location. Any Loop previously made available to Granite at said end user location above the two (2) Loop cap shall be considered a Nonconforming Facility.

3.1.1.3 Nonimpairment. Without limiting any other rights Verizon may have under the Amended Agreement or under Applicable Law, subject to the provisions of Section 3.8 below, Verizon shall be under no obligation to provide or continue providing Granite with nondiscriminatory access to DS-1 Loops or DS3 Loops under the Amended Agreement at a specific end user location if the South Carolina Public Service Commission or the FCC finds that Granite or CLECs generally are not impaired without access to such DS1 Loops or DS3 Loops at such end user location (or class of locations). Any DS1 Loops or DS3 Loops previously made available to Granite at the subject end user location shall be considered Nonconforming Facilities immediately on the effective date of the nonimpairment finding and thereafter.

3.1.2 FTTH Loops.

3.1.2.1 New Builds. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, Granite shall not be entitled to obtain access to a FTTH Loop (or any segment thereof) on an unbundled basis where Verizon has deployed such a Loop to an end user's customer premises that previously was not served by any Verizon Loop.

3.1.2.2 Overbuilds. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, Granite shall not be entitled to obtain access to a FTTH Loop (or any segment thereof) on an unbundled basis where Verizon has deployed the subject Loop parallel to, or in replacement of, an existing copper Loop; provided, *however*, that if such a Loop replaces a copper Loop that Verizon has retired, and there are no other available copper Loops or Hybrid Loops, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall provide Granite with nondiscriminatory access on an unbundled basis to a transmission path from Verizon's serving wire center to the demarcation point at the end user's customer premises capable of voice grade service.

3.1.3 Hybrid Loops Generally.

3.1.3.1 Packet Switching. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, Granite shall not be entitled to obtain access to the Packet Switching Capability of any Hybrid Loop on an unbundled basis.

3.1.3.2 Broadband Services. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of October 2, 2003,

when Granite seeks access to a Hybrid Loop for the provision of "broadband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall provide Granite with access under the Amended Agreement to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (but only where impairment has been found to exist), on an unbundled basis, to establish a complete transmission path between the main distribution frame (or equivalent) in the end user's serving wire center and the end user's customer premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

3.1.3.3 Narrowband Services. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of October 2, 2003, when Granite seeks access to a Hybrid Loop for the provision to its customer of "narrowband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall either (a) provide access under the Amended Agreement to a spare home-run copper Loop serving that customer on an unbundled basis, or in Verizon's sole discretion, (b) provide access under the Amended Agreement, on an unbundled basis, to a voice-grade transmission path between the main distribution frame (or equivalent) in the end user's serving wire center and the end user's customer premises, using time division multiplexing technology.

3.1.3.4 Feeder. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of October 2, 2003, Granite shall not be entitled to obtain access to the Feeder portion of a Loop on an unbundled, standalone basis.

3.1.4 IDLC Hybrid Loops.

Notwithstanding any other provision of the Agreement, Section 3.1.3 above, or any Verizon tariff or SGAT, if Granite requests, in order to provide narrowband services, unbundling of a 2 wire analog or 4 wire analog Loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop), Verizon shall, as and to the extent required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, provide Granite unbundled access to a Loop capable of voice-grade service to the end user customer served by the Hybrid Loop.

3.1.4.1 Verizon will endeavor to provide Granite with an existing copper Loop or a Loop served by existing Universal Digital Loop Carrier ("UDLC"). Standard recurring and non-recurring Loop charges will apply. In addition, a non-recurring charge will apply whenever a line and station transfer is performed.

3.1.4.2 If neither a copper Loop nor a Loop served by UDLC is available, Verizon shall, upon request of Granite, construct the necessary copper Loop or UDLC facilities. In addition to the rates and charges payable in connection with any unbundled Loop so provisioned by Verizon, Granite shall be responsible for the following charges: (a) an engineering query charge for

preparation of a price quote; (b) upon Granite's submission of a firm construction order, an engineering work order nonrecurring charge; and (c) construction charges, as set forth in the price quote. If the order is cancelled by Granite after construction work has started, Granite shall be responsible for cancellation charges and a pro-rated charge for construction work performed prior to the cancellation.

- 3.1.4.3 Verizon's performance in connection with providing unbundled Loops pursuant to this Section 3.1 shall not be subject to standard provisioning intervals or to performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.

3.2 Line Sharing.

Notwithstanding any other provision in the Agreement or any Verizon tariff or SGAT, as of October 2, 2003:

3.2.1 Line Sharing.

- 3.2.1.1 New Line Sharing. Verizon shall be under no obligation to provision new Line Sharing arrangements under the Agreement or this Amendment; *provided, however*, that as and to the extent required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, and subject to Section 3.8.3 below, Verizon offers new Line Sharing arrangements on a transitional basis pursuant to rates, terms, and conditions offered by Verizon in a separate agreement that is subject to FCC-prescribed pricing rules.
- 3.2.1.2 Grandfathered Line Sharing. Any existing Line Sharing arrangement over a copper Loop or Sub-Loop in place with an end user customer of Granite will be grandfathered at existing rates, provided Granite began providing xDSL service to that end user customer using Line Sharing over that Loop or Sub-Loop prior to October 2, 2003, and only so long as Granite has not ceased providing xDSL service to that end user customer at the same location over that Loop or Sub-Loop.

3.3 Sub-Loop.

- 3.3.1 Sub-Loop for Access to Multiunit Premises. As of October 2, 2003, all provisions in the Agreement governing Granite access to Inside Wire, House and Riser or House and Riser Cable are hereby deleted and replaced with this Section 3.3.1, which shall supersede any other provision in the Agreement or in any Verizon tariff or SGAT in effect prior to October 2, 2003. Upon request by Granite, Verizon shall provide to Granite access to the Sub-Loop for Multiunit Premises Access in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.
 - 3.3.1.1 Inside Wire Sub-Loop. In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, upon request by Granite, Verizon shall provide to Granite access to a House and Riser Cable pursuant to this Section 3.3.1.1 at the rates and charges provided in the Agreement. Verizon shall not

reserve a House and Riser Cable for Granite. Granite may access a House and Riser Cable only between the MPOE for such cable and the demarcation point at a technically feasible access point. It is not technically feasible to access inside wire sub-loop if a technician must access the facility by removing a splice case to reach the wiring within the cable.

3.3.1.1.1 Granite must satisfy the following conditions before ordering access to a House and Riser Cable from Verizon:

3.3.1.1.1.1 Granite shall locate its facilities within cross connect distance of the point of interconnection on such cable. Facilities are within cross connect distance of a point of interconnection if they are located in the same room (not including a hallway) or within twelve (12) feet of such point of interconnection.

3.3.1.1.1.2 If suitable space is available, Granite shall install its facilities no closer than fourteen (14) inches of the point of interconnection for such cable, unless otherwise agreed by the Parties.

3.3.1.1.1.3 Granite's facilities cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that Granite's facilities or equipment are located in a space where Verizon plans to locate its facilities or equipment.

3.3.1.1.1.4 Granite shall identify its facilities as those of Granite.

3.3.1.1.2 To provide Granite with access to a House and Riser Cable, Verizon shall not be obligated to (a) move any Verizon equipment, (b) secure any right of way for Granite, (c) secure space for Granite in any building, (d) secure access to any portion of a building for Granite or (e) reserve space in any building for Granite.

3.3.1.1.3 Verizon shall perform cutover of a Customer to Granite service by means of a House and Riser Cable subject to a negotiated interval. Verizon shall install a jumper cable to connect the appropriate Verizon House and Riser Cable pair to Granite's facilities, and Verizon shall determine how to perform such installation. Granite shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to Granite in accordance with Granite's order for such services.

- 3.3.1.1.4 If proper Granite facilities are not available at the time of installation, Verizon shall bill Granite, and Granite shall pay to Verizon, the Not Ready Charge set forth in the Agreement and the Parties shall establish a new cutover date.
- 3.3.1.1.5 Verizon shall perform all installation work on Verizon equipment in connection with Granite's use of Verizon's House and Riser Cable. All Granite equipment connected to a House and Riser Cable shall comply with applicable industry standards.
- 3.3.1.1.6 Verizon shall repair and maintain a House and Riser Cable at the request of Granite. Granite shall be solely responsible for investigating and determining the source of all troubles and for providing Verizon with appropriate dispatch information based on its test results. Verizon shall repair a trouble only when the cause of the trouble is a Verizon House and Riser Cable. If (a) Granite reports to Verizon a Customer trouble, (b) Granite requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by a Verizon House and Riser Cable in whole or in part, then Granite shall pay Verizon the charge set forth in the Agreement for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Granite is not available at the appointed time. If as the result of Granite instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Agreement will be assessed per occurrence to Granite by Verizon. If as the result of Granite instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Agreement will be assessed per occurrence to Granite by Verizon.

3.3.1.2 Single Point of Interconnection. In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, upon request by Granite and provided that the conditions set forth in Subsections 3.3.1.2.1 and 3.3.1.2.2 are satisfied, the Parties shall negotiate in good faith an amendment to the Amended Agreement memorializing the terms, conditions and rates under which Verizon will provide a single point of interconnection at a multiunit premises suitable for use by multiple carriers:

- 3.3.1.2.1 Verizon has distribution facilities to the multiunit premises, and either owns and controls, or leases, the House and Riser Cable at the multiunit premises; and
- 3.3.1.2.2 Granite certifies that it will place an order for access to an unbundled Sub-Loop network element under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 via the newly provided single point of interconnection.

3.3.2 Distribution Sub-Loop Facility. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, upon site-specific request, Granite may obtain access to the Distribution Sub-Loop Facility at a technically feasible access point located near a Verizon remote terminal equipment enclosure at the rates and charges provided for Unbundled Sub-Loop Arrangements (or the Distribution Sub-Loop) in the Agreement. It is not technically feasible to access the sub-loop distribution facility if a technician must access the facility by removing a splice case to reach the wiring within the cable.

3.4 Unbundled Local Circuit Switching.

3.4.1 General Requirements. Verizon shall provide Mass Market Switching to Granite under the Amended Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, as of October 2, 2003, with the exception of the foregoing obligation to provide Mass Market Switching, Verizon shall have no other obligation to provide any other form of Local Switching or Tandem Switching (such as Enterprise Switching) to Granite, and any Local Switching or Tandem Switching previously made available to Granite shall be considered a Nonconforming Facility that shall be subject to the transition provisions of Section 3.8 below. For the avoidance of doubt: (a) Enterprise Switching is a Nonconforming Facility as of October 2, 2003; and (b) Local Switching subject to the FCC's Four-Line Carve Out Rule is a Nonconforming Facility by operation of law in effect prior to the Amendment Effective Date.

3.4.2 Nonimpairment. Subject to the provisions of Section 3.8 below, Verizon shall be under no obligation to continue to provide Granite with nondiscriminatory access to Mass Market Switching on an unbundled basis under the Amended Agreement upon a finding by the South Carolina Public Service Commission or the FCC that requesting telecommunications carriers are not impaired without access to Mass Market Switching in a particular market, or where the South Carolina Public Service Commission has found that all impairment would be cured by implementation of a transition plan for unbundled circuit switching in a particular market.

3.4.3 Signaling and Call-Related Databases. Verizon shall provide access to Signaling and Call-related Databases under the Amended Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Specifically, notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of October 2, 2003, Verizon shall provide Signaling and Call-Related Databases only in conjunction with the provision of Local Switching or Tandem Switching that Verizon is otherwise obligated to make available to Granite under the Amended Agreement; *provided, however*, that Verizon shall continue to provide nondiscriminatory access to the 911 and E911 Call-Related Databases in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Where Local Switching or Tandem Switching associated with a particular Signaling facility or Call-Related Database is or becomes a Nonconforming Facility, the associated Signaling facility or Call-Related Database associated with that Local Switching or Tandem Switching facility shall also be subject to the same transitional provisions in Section 3.8 (except for the 911 and E911 Call-Related Databases, as noted above).

3.5 Unbundled Interoffice Facilities.

- 3.5.1 General Requirements. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of October 2, 2003: (a) Verizon shall provide Dedicated Transport and Dark Fiber Transport under the Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51; and (b) Verizon shall provide Dedicated Transport and Dark Fiber Transport to Granite only if Granite obtains access to the subject facility in order to provide a "Qualifying Service" on a common carrier basis.
- 3.5.2 Dedicated Transport. On or after October 2, 2003, notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, and in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51:
- 3.5.2.1 Upon Granite's written request, Verizon shall provide Granite with nondiscriminatory access to DS1 Dedicated Transport and DS3 Dedicated Transport on an unbundled basis pursuant to the Amended Agreement. For the avoidance of doubt: (a) a transmission facility or service between a Verizon switch or wire center and a switch or wire center of Granite or a third party is not Dedicated Transport; and (b) a transmission facility or service that uses an OCn interface or a SONET interface is not Dedicated Transport. Subject to the provisions of Section 3.8 below, Verizon is under no obligation to provide or continue providing the Nonconforming Facilities described in clauses (a) and (b) above under the Agreement or the Amended Agreement.
- 3.5.2.2 Cap on Dedicated Transport. Granite may obtain on an unbundled basis a maximum of twelve (12) DS3 Dedicated Transport circuits (or twelve (12) DS3-equivalents, e.g. 336 DS1s) on any single Route on which unbundled transport is otherwise available. Any circuit capacity on that Route above such twelve (12) circuit cap shall be considered a Nonconforming Facility.
- 3.5.2.3 Nonimpairment. Subject to the provisions of Section 3.8 below, Verizon shall be under no obligation to provide or continue providing Granite with nondiscriminatory access to DS1 Dedicated Transport or DS3 Dedicated Transport on an unbundled basis under the Amended Agreement on a particular Route upon a finding by the South Carolina Public Service Commission or the FCC that requesting telecommunications carriers are not impaired without access to DS1 Dedicated Transport or DS3 Dedicated Transport, respectively, on the subject Route(s) or on all Routes. Any DS1 Dedicated Transport or DS3 Dedicated Transport previously made available to Granite on the subject Route(s) shall be considered Nonconforming Facilities immediately on the effective date of the nonimpairment finding and thereafter.
- 3.5.3 Dark Fiber Transport. On or after October 2, 2003, notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, and in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51:

- 3.5.3.1 Upon Granite's written request, Verizon shall provide Granite with nondiscriminatory access to Dark Fiber Transport on an unbundled basis pursuant to the Amended Agreement. For the avoidance of doubt, Dark Fiber Transport does not include a dark fiber facility between (a) a Verizon switch or wire center and (b) a switch or wire center of Granite or any third party, and subject to the provisions of Section 3.8 below, Verizon is under no obligation to provide or continue providing such Nonconforming Facility under the Amended Agreement.
- 3.5.3.2 Nonimpairment. Subject to the provisions of Section 3.8 below, Verizon shall be under no obligation to provide or continue providing Granite with nondiscriminatory access to Dark Fiber Transport on an unbundled basis under the Agreement or the Amended Agreement on a particular Route upon a finding by the South Carolina Public Service Commission or the FCC that requesting telecommunications carriers are not impaired without access to unbundled Dark Fiber Transport on the subject Route(s) or on all Routes. Any Dark Fiber Transport previously made available to Granite on the subject Route(s) shall be considered a Nonconforming Facility as of the effective date of the nonimpairment finding.

3.6 Commingling and Combinations.

- 3.6.1 Commingling. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, but subject to the conditions set forth in the following Section 3.6.2, Verizon will not prohibit the commingling of an unbundled Network Element or a combination of unbundled Network Elements obtained under the Agreement or Amended Agreement pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, or under an Verizon UNE tariff ("Qualifying UNEs"), with wholesale services obtained from Verizon under a Verizon access tariff or separate non-251 agreement ("Qualifying Wholesale Services"), but only to the extent and so long as commingling is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Moreover, to the extent and so long as required by 47 U.S.C. § 251(c)(3) and 47 U.S.C. Part 51, Verizon shall, upon request of Granite, perform the functions necessary to commingle Qualifying UNEs with Qualifying Wholesale Services. Subject to Section 3.8.3 below, the rates, terms and conditions of the applicable access tariff or separate non-251 agreement will apply to the Qualifying Wholesale Services, and the rates, terms and conditions of the Amended Agreement or the Verizon UNE tariff, as applicable, will apply to the Qualifying UNEs; *provided, however*, that a nonrecurring charge will apply for each UNE circuit that is part of a commingled arrangement, as set forth in the Pricing Attachment to this Amendment. This charge is intended to offset Verizon's costs of implementing and managing commingled arrangements. "Ratcheting," as that term is defined by the FCC, shall not be required. Qualifying UNEs that are commingled with Qualifying Wholesale Services are not included in the shared use provisions of the applicable tariff. Verizon's performance in connection with the provisioning of commingled facilities and services shall not be subject to standard provisioning intervals, or to performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.
- 3.6.2 Service Eligibility Criteria for Certain Combinations and Commingled Facilities and Services. Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT to the contrary:

3.6.2.1 Verizon shall not be obligated to provide:

- 3.6.2.1.1 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;
- 3.6.2.1.2 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;
- 3.6.2.1.3 unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;
- 3.6.2.1.4 unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or
- 3.6.2.1.5 unbundled DS3 Dedicated Transport commingled with DS3 channel termination service,

unless and until Granite: (a) certifies in writing to Verizon for each DS1 circuit or DS1 equivalent circuit that it is in compliance with each of the service eligibility criteria set forth in 47 C.F.R. § 51.318. Granite must remain in compliance with said service eligibility criteria for so long as Granite continues to receive the aforementioned combined or commingled facilities and/or services from Verizon. The service eligibility criteria shall be applied to each DS1 circuit or DS1 equivalent circuit. If the circuit is, becomes, or is subsequently determined to be, noncompliant, the noncompliant circuit will be treated as a Nonconforming Facility subject to the provisions of Section 3.8 below. The foregoing shall apply whether the circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network elements. For existing circuits, the CLEC must re-certify in writing for each DS1 circuit or DS1 equivalent within 30 days of the Amendment Effective Date. Circuits not re-certified shall be Nonconforming Facilities.

- 3.6.2.2 Each written certification to be provided by Granite pursuant to Section 3.6.2.1 above must contain the following information for each DS1 circuit or DS1 equivalent: (a) the local number assigned to each DS1 circuit or DS1 equivalent; (b) the local numbers assigned to each DS3 circuit (must have 28 local numbers assigned to it); (c) the date each circuit was established in the 911/E911 database; (d) the collocation termination connecting facility assignment for each circuit, showing that the collocation arrangement was established pursuant to 47 U.S.C. § 251(c)(6), and not under a federal collocation tariff; (e) the interconnection trunk circuit identification number that serves each DS1 circuit. There must be one such identification number per every 24 DS1 circuits; and (f) the local switch that serves each DS1 circuit. When submitting an ASR for a circuit, this information must be contained in the Remarks section of the ASR, unless provisions are made to populate other fields on the ASR to capture this information.

- 3.6.2.3 The charges for conversions are as specified in the Pricing Attachment to this Amendment and apply for each circuit converted.
- 3.6.2.4 Until such time as Verizon implements its ASR-driven conversion process in the East, conversion of access circuits to unbundled Network Elements will be performed manually pursuant to Verizon's conversion guidelines. The effective bill date for conversions is the first of the month following Verizon's receipt of an accurate and complete ASR or electronic request for conversion pursuant to Verizon's conversion guidelines.
- 3.6.2.5 All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access. If such change in circuit ID requires that the affected circuit(s) be retagged, then a retag fee per circuit will apply as specified in the pricing attachment.
- 3.6.2.6 All requests for conversions will be handled as a project and will be excluded from all ordering and provisioning metrics.
- 3.6.2.7 Once per calendar year, Verizon may obtain and pay for an independent auditor to audit Granite's compliance in all material respects with the service eligibility criteria applicable to EELs. Any such audit shall be performed in accordance with the standards established by the American Institute for Certified Public Accountants, and may include, at Verizon's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. To the extent the independent auditor's report concludes that Granite failed to comply with the service eligibility criteria for any DS1 or DS1 equivalent circuit, then Granite must convert all noncompliant circuits to the appropriate service, true up any difference in payments, make the correct payments on a going-forward basis, reimburse Verizon for the entire cost of the audit within thirty (30) days after receiving a statement of such costs from Verizon. Should the independent auditor confirm Granite's compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit, then Granite shall provide to the independent auditor for its verification a statement of Granite's out-of-pocket costs of complying with any requests of the independent auditor, and Verizon shall then reimburse Granite for its out-of-pocket costs within thirty (30) days of the auditor's verification of the same. Granite shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit for at least eighteen (18) months after the service arrangement in question is terminated.

3.7 Routine Network Modifications.

- 3.7.1 General Conditions. In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall make such routine network modifications, at the rates and charges set forth in the Pricing Attachment to this Amendment, as are necessary to permit access by Granite to the Loop, Dedicated Transport, and Dark Fiber Transport facilities available under the Amended Agreement, including DS1 Loops and DS1 Dedicated

Transport, and DS3 Loops and DS3 Dedicated Transport. Where facilities are unavailable, Verizon will not perform trenching, pull cable, construct new Loops or Transport or install new aerial, buried, or underground cable to provision an order of Granite. Routine network modifications applicable to Loops or Transport may include, but are not limited to: rearranging or splicing of in-place cable at existing splice points; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport may include, but are not limited to, splicing of in-place dark fiber at existing splice points; accessing manholes; deploying bucket trucks to reach aerial cable; and routine activities, if any, needed to enable Granite to light a Dark Fiber Transport facility that it has obtained from Verizon under the Amended Agreement. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier or the placement of new cable.

- 3.7.2 Performance Plans. Verizon's performance in connection with the provisioning of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are necessary shall not be subject to standard provisioning intervals, or to performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.

3.8 Transitional Provisions for Nonconforming Facilities.

- 3.8.1 Nonconforming Facilities – Switching. In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon and Granite will abide by the following transitional procedures with respect to Mass Market Switching and Enterprise Switching:

- 3.8.1.1 Mass Market Switching. Upon a finding by the South Carolina Public Service Commission that no impairment exists in a particular market with respect to Mass Market Switching, Verizon will continue accepting orders under the Amended Agreement for Mass Market Switching for a transitional period of five (5) months. Thereafter, Verizon shall be under no obligation to accept new orders for Mass Market Switching. Counting from the date of the South Carolina Public Service Commission's order finding no impairment in a particular market or markets, Granite shall submit orders to Verizon to migrate the embedded base of its end user customers in the subject market off of Verizon's Mass Market Switching product to any other switching service or product made available by Verizon, subject to Section 3.8.3 below, under separate agreement, or to Granite's own or a third party's facilities, in accordance with the following schedule: (a) during month 13, Granite must submit orders to migrate one-third of its embedded base of end user customers; (b) during month 20, Granite must submit orders to migrate one-half of the remaining embedded base of end user customers; and (c) during month 27, Granite must submit orders to migrate the remainder of its embedded base of end user customers. For purposes of the foregoing schedule, customers already in a "rolling" transition plan established by the South Carolina Public Service Commission shall not be included in the embedded base.

3.8.1.2 Enterprise Switching. Verizon will provide Granite with at least thirty (30) days advance written notice of the date on which Verizon will cease provisioning Enterprise Switching to Granite. Verizon agrees to continue provisioning Enterprise Switching to Granite under the terms of the Amended Agreement during a transitional period, which transitional period shall end on the date set forth in the notice. Beginning January 1, 2004, Granite shall have ninety (90) days in which to submit orders to Verizon to migrate its embedded base of end user customers served by Verizon's Enterprise Switching product to any other switching service or product made available by Verizon, subject to Section 3.8.3 below, under separate agreement, or to Granite's own or a third party's facilities.

3.8.2 Other Nonconforming Facilities. With respect to any Nonconforming Facility not addressed in Section 3.8.1 above, Verizon will notify Granite in writing as to any particular unbundled facility previously made available to Granite that is or becomes a Nonconforming Facility, as defined herein. The Parties acknowledge that such notice was issued prior to the execution of this Amendment with respect to certain Nonconforming Facilities. During a transitional period of thirty (30) days from the date of such notice, Verizon agrees to continue providing the Nonconforming Facilities addressed in the subject notice(s) to Granite under the terms of the Amended Agreement. At the end of that thirty (30) day period, unless Granite has submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the Nonconforming Facility, Verizon shall, subject to Section 3.8.3 below, convert the subject Nonconforming Facilities to an analogous access service, if available, or if no analogous access service is available, to such other service arrangement as Granite may have separately secured from Verizon (e.g., a separate agreement at market-based rates or resale); *provided, however*, that where there is no analogous access service, if Granite has not separately secured from Verizon, subject to Section 3.8.3 below, a substitute service within such thirty (30) day period, then Verizon may disconnect the Nonconforming Facilities; and *provided, further*, that with respect to any dark fiber facility that, pursuant to the terms of this Amendment, is (or becomes) a Nonconforming Facility, the transition period shall be ninety (90) days from the date of the aforementioned notice; and *provided further*, that unless Granite, subject to Section 3.8.3 below, has separately secured from Verizon a suitable transitional services agreement for such dark fiber facilities within that ninety (90) day period, Verizon may disconnect the Nonconforming Facility in question. Where the Nonconforming Facilities are converted to an analogous access service, Verizon shall, subject to Section 3.8.3 below, provide such access services at the month-to-month rates, and in accordance with the terms and conditions, of Verizon's applicable access tariff, with the effective bill date being the first day following the thirty (30) day notice period. Granite shall pay all applicable termination charges, if any, for any Nonconforming Facilities that Granite requests Verizon to disconnect, or that Verizon disconnects as permitted by terms of this Amendment or otherwise.

3.8.3 Limitation With Respect to Substitute Services. Notwithstanding any contrary provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, to the extent a Nonconforming Facility is replaced, in whole or in part, by a service, facility or arrangement that Verizon is not required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide, including without limitation an analogous access service (a "Substitute Service"), any negotiations regarding the rates, terms or conditions of such Substitute Service shall not be deemed

to have been conducted pursuant to this Amended Agreement or 47 U.S.C. § 252(a)(1) (or 47 C.F.R. Part 51), and the rates, terms, and conditions of any such Substitute Service shall not be subject to arbitration pursuant to 47 U.S.C. § 252(b). Verizon does not agree to negotiate pursuant to 47 U.S.C. § 252(a)(1) the rates, terms, or conditions of any Substitute Service. Any reference in this Amended Agreement to Verizon's provision of a service that Verizon is not required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide is solely for the convenience of the Parties and shall not be construed in a manner contrary to this Section 3.8.3.

Pricing Attachment to the TRO Amendment

1. General

1.1 As used in this Attachment:

1.1.1 "Services" means and includes any Network Element or other service, facility, equipment or arrangement, provided pursuant to this Amendment; and,

1.1.2 "Charges" means the rates, fees, charges and prices for a Service.

1.2 Charges for Services provided under the Amended Agreement shall be those set forth in Exhibit A of this Pricing Attachment and in the Amended Agreement (including any cross references therein to applicable tariffs). For rate elements provided in Exhibit A of this Pricing Attachment that do not include a Charge, if any, whether marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Amendment Effective Date. When Verizon finishes developing such a Charge, Verizon shall notify Granite in writing of such Charge in accordance with, and subject to, the notices provisions of the Amended Agreement and thereafter shall bill Granite, and Granite shall pay to Verizon, for Services provided pursuant to this Amendment on the Amendment Effective Date and thereafter in accordance with such Charge. Any Charges set out in a notice provided by Verizon to Granite pursuant to this Section 1.2 shall be deemed to be a part of Exhibit A of this Pricing Attachment immediately after Verizon sends such notice to Granite and thereafter.

1.3 In the absence of Charges for a Service established pursuant to Section 1.2 of this Attachment, the Charges for the Service shall be the Charges required, approved, or otherwise allowed to go into effect, by the South Carolina Public Service Commission or the FCC (including, but not limited to, in a tariff that has been filed with the South Carolina Public Service Commission or the FCC), provided such Charges are not subject to a stay issued by any court of competent jurisdiction.

1.4 In the absence of Charges for a Service established pursuant to Sections 1.2 through 1.3 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

EXHIBIT A*

South Carolina		
<u>Description - UNE DS-0 Network Modifications</u>	Non-Recurring	Monthly
	Charge	Recurring Charge
ENGINEERING QUERY ¹	\$169.64	\$0.00
ENGINEERING WORK ORDER ²	\$650.31	\$0.00
EXPEDITE ENGINEERING QUERY ³	\$242.46	\$0.00
EXPEDITE ENGINEERING WORK ORDER ³	\$1,029.03	\$0.00
REMOVAL OF LOAD COILS - Initial - Greater than 12K ft.	\$249.91	\$0.00
REMOVAL OF LOAD COILS- Subsequent - Greater than 12K ft.	\$249.91	\$0.00
REMOVAL OF BRIDGED TAPS - Initial - Greater than 12K ft.	\$318.71	\$0.00
REMOVAL OF BRIDGED TAPS- Subsequent - Greater than 12K ft.	\$34.88	\$0.00
REMOVAL OF BRIDGED TAPS & LOAD COILS - Initial - Greater than 12K ft.	\$568.62	\$0.00
REMOVAL OF BRIDGED TAPS & LOAD COILS - Subsequent - Greater than 12K ft.	\$34.88	\$0.00
LINE & STATION TRANSFER	\$147.75	\$0.00
COPPER TO DLC REARRANGEMENT	\$295.50	\$0.00
INSTALLATION OF REPEATER	\$946.93	\$0.00
INSTALLATION OF RANGE EXTENDER	\$946.93	\$0.00
CLEAR DEFECTIVE PAIR	\$225.00	\$0.00
SERVING TERMINAL INSTALLATION (Existing Facilities)	Time & Materials	\$0.00
UPGRADE EXISTING SERVING TERMINAL (Existing Facilities)	Time & Materials	\$0.00
ACTIVATE DEAD COPPER CABLE PAIR	\$147.75	\$0.00
REASSIGNMENT OF EXISTING NON-WORKING CABLE PAIR	\$75.00	\$0.00
BINDER GROUP FACILITY REARRANGEMENT	\$147.75	\$0.00
REARRANGEMENT - IDLC TO COPPER	\$147.75	\$0.00
REARRANGEMENT - IDLC TO UDLC	\$147.75	\$0.00
DISPATCH - CHANNEL UNIT INTO EXISTING COTTED/UDLC	\$67.00	\$0.00
PERFORM COPPER REARRANGEMENT	\$147.75	\$0.00
OTHER REQUIRED MODIFICATIONS	Time & Materials	\$0.00
<u>Description - UNE DS-1, DS-3 Network Modifications</u>	Non -	Monthly
	Recurring	Recurring
	Charge	Charge
ENGINEERING QUERY ¹	\$ 169.64	\$0.00
ENGINEERING WORK ORDER ²	\$ 650.31	\$0.00
EXPEDITE ENGINEERING QUERY ³	\$ 242.46	\$0.00
EXPEDITE ENGINEERING WORK ORDER ³	\$ 1,029.03	\$0.00
DS-1 / DS-3 NETWORK MODIFICATION ⁴	\$ 1,000.00	\$0.00
OTHER REQUIRED MODIFICATIONS	Time & Materials	\$0.00
Notes:		
¹ Engineering Query Charges apply in addition to other listed rates.		
² Engineering Work Order Charges apply in addition to other listed rates.		
³ Expedite Engineering Query Charges or Expedite Engineering Work Order Charges apply in addition to other listed rates.		

* The rate schedules shown are subject to unilateral change by Verizon, unless and until finalized in connection with an executed interconnection agreement amendment.

* DS-1 / DS-3 Network Modifications Include the following: Installation of new apparatus case, multiplexer reconfiguration, installation of new multiplexer, removal/installation of required electronics, copper rearrangement (DS-1 only), removal of load coils, installation of double card, cross-connection to existing fiber facility, installation of line card, removal of bridge taps, clear defective pair (where feasible).

When routine network modifications are performed on a loop and transport that are combined, charges apply to both loop and transport.		
Other	Non-Recurring Charge	
Commingled Arrangements - per UNE circuit	\$50.00	
Access To Splice Point Sub-loop Unbundling	Time & Materials	
Unbundled Fiber To The Home Loop Narrowband	TBD - NRC	TBD - MRC
Conversion Charges		
Voice Grade/DSO 1- 24 Circuits per service order	\$99.77	
Voice Grade/DSO 25+ Circuits - First Service Order (MOG) per service order	\$99.77	
Voice Grade/DSO 25+ Circuit - Additional Service Order (MOG) per service order	\$4.56	
Voice Grade/DSO Per Circuit Conversion Charge	\$41.64	
DS1 and above 1-24 Circuits per service order	\$117.27	
DS1 and above 25+ Circuits - First Service Order (MOG) per service order	\$117.27	
DS1 and above 25+ Circuits - Additional Service Order (MOG) - per service order	\$4.56	
DS1 and above Per Circuit Conversion Charge	\$41.64	
Circuit Retag per circuit	\$20.00	
<u>Dark Fiber</u>		
Dark Fiber Routine Network Modifications	Time and Materials	

Stan Bugner - State Director
Wanda Rodgers - Admin. Associate
1301 GERVAIS ST. - SUITE 825 -
COLUMBIA SC 29201
OFC (803)254-5736 FAX (803)254-9626
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VERIZON CORPORATE
SERVICES GROUP INC

Fax

To: David Lacoste From: BUGNER / MICKENS
Fax: 896-5149 Pages: 3 (includes cover)
Phone: 896-5132 Date: 12/30/03
Re: CCI

☐ Urgent ☐ For Review ☐ Please Comment ☐ For Your File ☐ Please Recycle

• Comments:

Attached you will find the signature
pages that you requested.

- page 26 - Agreement Signature Page
page 3 - Amendment Signature Page

If you need any additional information,
please feel free to contact me at
254-5736.



SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

GRANITE TELECOMMUNICATIONS, LLCBy: _____

Printed: Geoff Cookman

Title: Director - Regulatory Compliance

12/17/03

VERIZON SOUTH INC.By: _____

Printed: John C. Peterson

Title: Director - Contract Administration

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

GRANITE TELECOMMUNICATIONS, LLC

VERIZON SOUTH INC.

By: 

By: 

Printed: Geoff Cookman

Printed: John C. Peterson

Title: Director - Regulatory Compliance

Title: Director - Contract Administration

12/17/03